

(b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable DOE Directives (Section J, Attachment J.1) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise the List B pursuant to the clause of this contract in Section I entitled, " CHANGES – FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)".

(c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

## **H.28 OPTION ITEMS**

Any Contract Line Items Number (CLIN) in the Schedule that is not accepted in Section A.19 at the time of award may become an Option Item in the contract. The Government may unilaterally exercise an Option Item at any time during the period of performance of this contract if the Contractor demonstrates that they have the applicable, current, valid licenses, permits or authorizations to dispose of waste granted by appropriate regulatory authorities. The following CLINs are Option Items:

<u>CLIN</u>	<u>Schedule of Services</u>
_____	_____
_____	_____
_____	_____

## **H.29 ECONOMIC PRICE ADJUSTMENT – TAXES AND FEES**

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the taxes and fees shown in paragraph (c) (3) below change or either increase or decrease. Changes include the deletion of existing taxes and fees no longer applicable and addition of new taxes and fees directly associated with disposal operations enacted by appropriate regulatory/government entities. The Contractor shall furnish this notice within 30 days of the change or within any additional period that the Contracting Officer may approve in writing, but not later than the date of the contract expiration. The notice shall include the Contractor's proposal for an adjustment in the taxes and fees to be negotiated under paragraph (b) below, and shall include, in the form required by the Contracting Officer, supporting data

explaining the cause of the change, effective date of the change, and the amount of any increase or decrease in the current taxes and fees shown in paragraph (c) (3) below.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) above, the Contracting Officer and the Contractor shall negotiate an adjustment to the contract taxes and fees and its effective date. The Contracting Officer shall modify this contract (1) to include the adjustment and its effective date and (2) to revise the taxes and fees as shown in paragraph (c) (3) below to reflect the change, increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect of the increases or decreases in the taxes and fees shown in paragraph (3) below or for the addition of new taxes and fees directly associated with waste disposal operations. There shall be no adjustment for (i) supplies or services not affected by such changes, (ii) changes in unit prices other than those shown in the Schedule, or (iii) changes in the quantities shown in the Schedule for each item.

(2) No upward adjustment shall apply to services that are required to be performed before the effective date of the adjustment, unless the Contractor's failure to perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) Any adjustment under this clause to the taxes and fees shown below shall be supported by appropriate documentation satisfactory to the Contracting Officer that demonstrates adding new taxes and fees, deleting existing taxes and fees, or increasing or decreasing the current taxes and fees are appropriate. The following taxes and fees are currently subject to an economic price adjustment under this clause:

<b>Tax and Fee Source</b>	<b>Regulatory Driver</b>	<b>Tax and Fee Amount</b>	<b>Applicability</b>

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to taxes and fees during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.